STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION				
DIVISION OF PURCHASE AND CONTRACT				
116 West Jones Street, Raleigh, NC 27603-8002				
Term Contract	n Contract 880A Audio-Visual Equipment, Overhead Projectors, Screens, and Cabinets			
Effective Dates	September 1, 2009 through August 31, 2012			
Bid Number	200900723			
Administrator	Bernell Bright			
Phone	(919) 807-4536			
Fax	(919) 807-4510			
E-Mail	bernell.bright@doa.nc.gov			
Last Updated	01/10/2011			

### 1. General Information

**LCD** and Data Video Projectors are not covered under this contract. For all other inquires regarding this matter or commodity, please contact the State's ITS Purchasing Department. Please follow your purchasing policy and procedures to purchase these items.

Users of this contract may receive fliers, pamphlets, printed catalogs, electronic catalogs, or electronic bulletin boards from contract or non-contract vendors that purport to offer special state prices, government prices, or education pricing, etc. Such offers have no bearing on, or association with NC Term Contracts. The only prices or products that are official are those on file with the Division of Purchase and Contract and posted by the Division via the Internet. The Contract Administrator should be notified of any questionable activities.

UL Approval is required for all electrically operated equipment under this contract where such approvals of listings have been established.

There are overhead projectors on this contract with brightness ratings from 2000 Lumens to 5000 Lumens. Users should select the projector best suited for their needs. It is generally not necessary to have an output that exceeds 3000 Lumens unless the projector is to be used with a LCD Panel or in an auditorium. The extra heat, brightness, and shorter lamp life incurred with 4000 and 5000 Lumen projectors can be counter productive when used in a normal classroom setting.

Other items associated with the use of audiovisual equipment may be found on the following term contracts.		
Projection Bulbs	285 (Note: If the desired bulb is not listed on Term Contract	
	285, they may be purchased as non-contract items.)	
Transparency Equipment and Supplies	880D	
Transparency Pens and Markers	615	

### 2. Scope of Contract

The scope of this contract is limited to cover the State's normal requirement of audio-visual equipment, stands and cabinets.

## 3. Non-State Agencies Eligible To Participate In This Contract

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Non State agencies eligible for participation include: non-profit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community,

and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

#### 4. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

#### 5. Abnormal Quantities

Any agency requirement that exceeds \$75,000.00 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

- 1. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
- 2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
- 3. A separate Invitation for Bids may be issued for the requirement

## 6. Minimum Orders

The minimum order, qualifying for prepaid transportation, is \$50.00 for any single order. Users are not required to use this contract for orders less than the minimum order; however, the user may elect to use this contract for orders less than the minimum order. In such cases, the order will be shipped prepaid, with transportation charges added to the invoice as a separate item.

### 7. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example, a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda. Please scroll below to see item number 14 – Service/Distributors, to place orders.

# 8. Delivery

Contractor	Number of Days for Delivery
All Pro Sound	30 Days
Camcor, Inc.	30 Days
Pyramid School Products	30 Days
Lee Hartman & Sons, Inc.	30 Days
VSA, Inc.	30 Days
The Whitlock Group	30 Days
Aves Audio Visual Systems, Inc.	30 days
AFP Industries, Inc.	30 Days

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

If circumstances beyond the control of the contractor result in a late delivery, it is the responsibility and obligation of the contractor to make the details known immediately to the ordering agency.

## 9. Transportation Charges

All goods shall be delivered FOB DESTINATION for all orders equal to, or greater, than the **minimum order**, when shipped to a single destination. Orders for less than the **minimum order** will be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges levied by the contractor for orders equal to, or greater than the **minimum order**, when shipped to a single destination, may be cause for removal of the contractor from

the contract. In instances where the contractor makes partial shipments of an order to one destination which is equal to, or greater than, the **minimum order**, all shipments of the order shall be sent FOB DESTINATION with  $\underline{NO}$  additional transportation charges.

**NOTE:** All shipments should be inspected for damage immediately upon receipt.

# 10. E-procurement

THE E-PROCUREMENT <u>PUBLIC VIEW</u> WILL BE THE ONLY PLACE (FOR NON E-PROCUREMENT USERS) TO VIEW THE ITEM/PRICING INFORMATION. THE PUBLIC VIEW LINK & SEARCH TIPS ARE HERE FOR YOUR CONVENIENCE.

PLEASE CHECK OUT THE PUBLIC VIEW & LET ME KNOW (919-807-4536 OR <u>bernell.bright@ncmail.net</u> IF YOU HAVE ANY PROBLEMS LOCATING THESE CONTRACT ITEMS.

REVIEW THE SEARCH TIPS, THEN CLICK THE PUBLIC VIEW LINK BELOW TO GO TO THE SEARCH BOX.

#### **Public view Link:**

http://contracts.ncgov.com/Buyer/Main/aw?awh=r

SEARCH TIPS	SEARCH RESULTS
(TYPE ONLY 1 OF THE TIPS IN THE SEARCH BOX)	
880A - Audio Visual Equipment, Stands and Cabinets	ALL ITEMS ON THIS CONTRACT
880A Camcor, Inc.	ALL ITEMS OFFERED ON THIS CONTRACT
880A The Whitlock Group	ALL ITEMS OFFERED ON THIS CONTRACT
880A Pyramid School Product	ALL ITEMS OFFERED ON THIS CONTRACT
880A All Pro Sound	ALL ITEMS OFFERED ON THIS CONTRACT
880A Aves Audio Visual System, Inc.	ALL ITEMS OFFERED ON THIS CONTRACT
880A VSA, Inc.	ALL ITEMS OFFERED ON THIS CONTRACT
880A AFP Industries, Inc.	ALL ITEMS OFFERED ON THIS CONTRACT
880A Lee Hartman & Son, Inc.	

### 11. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name / Federal ID	Address / City, State, Zip	Contact, Phone, Fax	Terms (Days)
Camcor, Inc.	2273 S. Church st. Burlington, NC 27215	Ray Bailey, Jr. 800 868-2462 800 298-1181 (fax) <u>irbailey@camcor.com</u>	Net 30
Aves Audio Visual Systems, Inc.  P.O. Box 500 Sugar Land, TX 77487		Sandra Ramos 800 365-2837 sales@avesav.com	Net 30
Lee Hartman & Son, Inc.	3236 Cove Rd. NW Roanoke, VA 24017-2803	Lee C. Hartman, Jr. 800 344-1832 540 362-4659 (fax) <u>Ihartman@leehartman.com</u>	Net 30
All Pro Sound	306 Beverly Parkway Pensacola, FL 32505	Mike Tipton 800 925-5776 850 432-0844 (fax) schools@allprosound.com	Net 30
VSA, Inc.  6929 Seward Ave. Lincoln, NE 68507		Rhonda Nimmich 800 888-2140 402 467-3780 (fax) Rhonda@vsa1.com	
AFP Industries, Inc.  P.O. Box 43-0747 South Miami, FL 33243		Don Sprague 800 962-4041 305 665-1800 (fax) Afpind@Aol.com	Net 30
The Whitlock Group  4020-111  Durham, NC 27703		Herbert H. McGrail 877 806-1009 919 806-1016 (fax) mcgrailh@whitlock.com	Net 30
Pyramid School Products	6510 North 54 <sup>th</sup> Street Tampa, FL 33610-1908	Kenneth d. Miller 800 792-2644 813 621-6446 bids@pyramidsp.com	Net 30

# 12. Warranty

The vendor warrants that all equipment furnished under this contract shall be new and guaranteed against defects in materials, workmanship and performance in accordance with the manufacturer's standard warranty, except that in no event shall such coverage be for less than a minimum period of twelve (12) months from date of acceptance. The vendor agrees to promptly replace any part or parts that fail, under normal use, due to defective material, workmanship, or performance during the warranty period and such replacement shall include all parts, labor, and transportation free of any charges to the State of North Carolina.

Equipment that is inoperable (DOA upon arrival must be replaced within seven (7) calendar days after the vendor is notified. Equipment failures within the first thirty (30) days after installation will be considered Dead On Arrival (DOA).

During the warranty period, contract users are encouraged to contact the contractor for needed repairs rather than any inhouse repair facility.

# 13. Substitutions

The contract administrator must be notified in writing before any change in Model Identifier or Specifications can be made. The Division of Purchase and Contract, at its sole discretion, may accept or reject any changes. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

## 14. Service/Distributors

Contractor Name / Federal ID	Distributors/Address / City, State, Zip, Phone	Email
Camcor	David Fogleman	dfogleman@camcor.com
	Steve Ennis	sennis@camcor.com
	Pick Patton	rpatton@camcor.com
	Lee Walls	lwalls@camcor.com
	PO Box 1899 Burlington, NC 27216	
	800 868-2462	
	800 298-1181 (Fax)	

## 15. SUSTAINABILITY

COMPANY NAME	SUSTAINABILITY PRACTICES
The Whitlock Group	Packaging is 100% recyclable
AFP Industries, Inc.	Packaging is 40% recyclable.
Lee Hartman & Son	<ol> <li>Packaging is 35% recyclable.</li> <li>Items contain 32% recyclable content.</li> </ol>
VSA, Inc.	<ol> <li>Packaging is 100% recyclable.</li> <li>Items contain 35% recyclable</li> </ol>
Camcor	<ol> <li>Packaging is 90% recyclable</li> <li>Items contain 0-40% recyclable</li> </ol>

### 16. Contract Addenda

Addendum	Issue Date	Effective Date	Description
1	09/07/10	09/07/10	Vutec discontinued the V1002-C Overhead projector with no replacement at \$80.84
2.	12/11/2010	12/11/2010	Discontinued – Luxor TVW44EUL 44" Pyramid Shape TV/Monitor Carts
3.	12/11/2010	12/11/2010	Discontinued – EVPV3448 60" Lightweight Portable Screen.
4.	01/10/2011		Price increase request denied – Item removed from contract Luxor LP26E

5.	01/10/2011	Price increase request denied – Item removed from contract Luxor LP34E
6.	01/10/2011	Price increase request denied – Item removed from contract Luxor AVJ42